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F. GORDON ALLEN, OSB #77010
 FREDERIC E. CANN, OSB #78160
 ALLEN & O'HALLORAN LLP
 1300 SW 5th Avenue, Suite 2750
 Portland, OR 97201-5617
 Telephone: (503) 227-2470
 Fax: (503) 227-2669
 E-mail: fga@lawao.com

Of Attorneys for Plaintiffs
 Bancard Services, Inc. and Cash Resources, Inc.

DONALD E. TEMPLETON, OSB #86095
 DUNN CARNEY ALLEN HIGGINS & TONGUE LLP
 851 SW 6th Avenue, Suite 1500
 Portland, Oregon 97204
 Telephone: (503) 224-6440
 Fax: (503) 224-7324
 E-Mail: det@dunn-carney.com

Of Attorneys for Defendant E*TRADE Access, Inc.

IN THE UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF OREGON

BANCARD SERVICES, INC., a
 Montana corporation; and CASH
 RESOURCES, INC., a Colorado
 corporation,

Plaintiffs,

v.

E*TRADE ACCESS, INC., an
 Oregon corporation,

Defendant.

CASE No. CV 01-1741 HU
 STIPULATED JUDGMENT

Based upon the stipulation of the parties hereto,

IT IS ORDERED, ADJUDGED AND DECLARED AS FOLLOWS:

1. The E*TRADE ACCESS, INC. Site Location Agreements in dispute in this action (the E*TRADE / CCS Site Location Agreements described in paragraphs 2, 3 and 4 of the Stipulation Related to Discovery on file herein)

1 are declared valid and enforceable consistent with the Findings and
2 Recommendation of Magistrate Judge Dennis J. Hubel dated November 4,
3 2002 (docket entry 57), and the Order Adopting Findings and
4 Recommendation of Judge Malcolm F. Marsh dated April 30, 2003 (docket
5 entry 75).

6 2. Plaintiffs BANCARD SERVICES, INC., and CASH RESOURCES, INC.,
7 are enjoined from communicating with 'Locations' having valid Site Location
8 Agreements with defendant E*TRADE ACCESS, INC. for the purpose of
9 causing those Locations to breach their valid Site Location Agreements with
10 defendant E*TRADE ACCESS, INC.

11 3. Plaintiffs BANCARD SERVICES, INC., and CASH RESOURCES, INC.,
12 are enjoined from knowingly entering into contracts with 'Locations' which
13 contracts would constitute a breach of a valid Site Location Agreements with
14 defendant E*TRADE ACCESS, INC.

15 4. Except as provided for in paragraphs 1, 2 and 3 hereof, and except for any
16 claims which may arise as a result of the breach of the provisions of
17 paragraphs 2 and 3 hereof, and except for any claims for breach of the

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1 contemporaneous Settlement Agreement between the parties, all remaining claims in
2 the pending litigation, including counterclaims, are dismissed, with prejudice, and
3 without costs, expenses or attorney fees.

4 DATED this 1st day of December, 2003.


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7 UNITED STATES DISTRICT COURT JUDGE
THE HONORABLE MALCOLM F. MARSH

8 IT IS SO STIPULATED AND AGREED:

9 ALLEN & O'HALLORAN LLP

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11 F. GORDON ALLEN, OSB NO. 77010
12 Of Attorneys for Plaintiffs

13 DUNN CARNEY ALLEN HIGGINS & TONGUE LLP

14 
15 DONALD TEMPLETON, OSB NO. 86095
16 Of Attorneys for Defendant